1 2 3 4	PILLSBURY MADISON & SUTRO MICHAEL J. STEEL #107492 PATRICK C. MARSHALL #112996 225 Bush Street Post Office Box 7880 San Francisco, CA 94120-7880 Telephone: (415) 983-1000	ENDORSED FILE D san Francisco County Superior Court APR - 9 1997
5	Attorneys for Defendant	ALAN CARLSON, Clerk
6	AMERIGAS PROPANE, L.P.	BY: S. DOUGLAS Deputy Clerk
7		
8	SUPERIOR COURT OF THE STATE O	F CALIFORNIA
9	CITY AND COUNTY OF SAN FI	RANCISCO
1.0		
11		
12	MATEEL ENVIRONMENTAL JUSTICE)	No. 979957
13	FOUNDATION,)	CONSENT JUDGMENT AS TO DEFENDANTS AMERIGAS
	Plaintiff,	PROPANE, L.P., ALL STAR GAS CORPORATION (FORMERLY
14	vs.	EMPIRE GAS CORPORATION),
15	AMERIGAS PROPANE, L.P., et al.,)	CAMPORA, INC., CORNERSTONE PROPANE, L.P. (FORMERLY
16) Defendants.)	COAST GAS), FERRELLGAS, L.P., HERITAGE PROPANE/
17)	NORTHERN ENERGY, KAMPS PROPANE, INC., PROFLAME,
18		INC., AND SUBURBAN PROPANE, L.P.
19		PROPANI, D.T.
20		
21	1. <u>Introduction</u> .	•
22	1.1 On July 29, 1996, Mateel Env	rironmental Justice
	Foundation ("Mateel" or "Plaintiff"),	on behalf of the
23	general public, filed a Complaint for	Civil Penalties and
24	Injunctive Relief ("Complaint") in the	Superior Court for
25	the City and County of San Francisco (("Action"). For
26	purposes of this Consent Judgment, Pla	aintiff acts on behalf
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- 1 matters described in the letter dated May 10, 1996, a copy
- 2 of which is attached as Exhibit A, which Plaintiff sent to
- 3 Defendant and to public enforcers as required by Health and
- 4 Safety Code section 25249.7. AmeriGas Propane, L.P., All
- 5 Star Gas Corporation (formerly Empire Gas Corporation),
- 6 Campora, Inc., Cornerstone Propane, L.P. (formerly Coast
- 7 Gas), Ferrellgas, L.P.; Heritage Propane/Northern Energy,
- 8 Kamps Propane, Inc., Proflame, Inc. and Suburban Propane,
- 9 L.P., are among the defendants named in the Complaint, and
- 10 are hereinafter referred to as "Settling Defendants."
- 1.2 Settling Defendants are entities that sell propane
- 12 for use in the State of California.
- 1.3 The Complaint alleges that defendants have
- 14 (a) sold propane, which is burned in stoves, ovens, hot
- 15 water heaters, refrigerators and other devices and that the
- 16 burning of this fuel creates carbon monoxide, benzene,
- 17 formaldehyde and acetaldehyde; and (b) violated the Safe
- 18 Drinking Water and Toxic Enforcement Act of 1986, Health and
- 19 Safety Code section 25249.6. ("Proposition 65") and Business
- 20 and Professions Code sections 17200, et seq. ("Unfair
- 21 Competition Act"), by knowingly and intentionally exposing
- 22 persons to chemicals known to the State of California to
- 23 cause cancer, birth defects and other reproductive harm,
- 24 without first providing a clear and reasonable warning to
- 25 such individuals.
- 26 1.4 For purposes of this Consent Judgment only, the
- 27 parties stipulate that this Court has jurisdiction over the
- 28 allegations of violations contained in the Complaint and

- 1 personal jurisdiction over each Settling Defendant as to the
- 2 acts alleged in the Complaint, that venue is proper in the
- 3 County of San Francisco, and that this Court has
- 4 jurisdiction to enter this Consent Judgment as a resolution
- 5 of all claims which were or could have been raised in the
- 6 Complaint based on the facts alleged therein.
- 7 1.5 For the purpose of avoiding prolonged litigation,
- 8 the parties enter into this Consent Judgment as a full
- 9 settlement of all claims that were raised in the Complaint
- 10 based on the facts alleged therein, or which could have been
- 11 raised in the Complaint arising out of the facts alleged
- 12 therein. By execution of this Consent Judgment, Settling
- 13 Defendants do not admit any violations of Proposition 65 or
- 14 the Unfair Competition Act or any other law and specifically
- 15 deny that they have committed any such violations. Nothing
- 16 in this Consent Judgment shall be construed as a decision by
- 17 the Court on any issue of law or fact or as an admission by
- 18 any party of any fact, issue of law or violation of law, nor
- 19 shall compliance with the Consent Judgment constitute or be
- 20 construed as an admission by any party of any fact, issue of
- 21 law, or violation of law. Nothing in this Consent Judgment
- 22 shall prejudice, waive or impair any right, remedy or
- 23 defense the Plaintiffs and Settling Defendants may have as
- 24 to each other in any other or future legal proceedings
- 25 unrelated to these proceedings, the facts alleged in the
- 26 Complaint, or matters covered by this Consent Judgment.
- 27 However, this paragraph shall not diminish or otherwise

- 1 affect the obligations, responsibilities and duties of the 2 parties under this Consent Judgment.
- 2.1 Each Settling Defendant shall provide warnings in
- 5 the manner set forth in this Consent Judgment for any

Clear and Reasonable Warnings.

- 6 propane it sells for use in California. These warning
- 7 requirements shall take effect 90 days after entry of this
- 8 Consent Judgment by the Court.
- 9 2.2 Warning Language.
- 10 The warning shall state either:
- 11 Warning
- 12 Chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm are created by combustion of propane.
- 14 or -
- 15 Warning
- Byproducts of the combustion of propane contain chemicals known to the State of California to cause cancer or other reproductive harm.
- 2.3 Dispensing Stations. Propane dispensing stations
- 19 located at facilities owned or operated by a Settling
- 20 Defendant shall be posted with a sign as provided for in
- 21 Exhibit B to this Consent Judgment. In addition, each
- 22 Settling Defendant shall provide a copy of the warning sign
- 23 to each of its customers that operates a dispensing station
- 24 in California. The warning sign shall be posted either on
- 25 the dispensing unit, on the fence (if any) surrounding the
- 26 tank, or in such other manner so as to be clearly readable
- 27 by a customer bringing a propane container for refilling.

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- 1 2.4 Billing Insert. Each Settling Defendant shall
- 2 provide in its customer billing statements, on a quarterly
- 3 basis or with each billing statement at the sole option of
- 4 such Settling Defendant, the warning set forth in Exhibit C
- 5 to this Consent Judgment.
- 6 2.5 Letter to Purchasers Who Buy Directly From
- 7 Settling Defendants. No later than three (3) months after
- 8 the date this Consent Judgment is entered, each Settling
- 9 Defendant shall send the letter attached hereto as Exhibit D
- 10 to every commercial or industrial customer that purchases
- 11 propane for use in California directly from a Settling
- 12 Defendant.
- 2.6 Alternative Warning Requirements. If, with
- 14 respect to propane, the People of the State of California or
- 15 the Plaintiff permit any other warning standard or vary the
- 16 permissible manner, form, size or content of warning, as to
- 17 any particular class of potentially exposed persons, by way
- 18 of settlement or compromise with any other person in the
- 19 course of doing business, or any other entity, or if another
- 20 warning standard, manner, form, size or content of warning
- 21 is incorporated by way of a final judgment as to any other
- 22 person in the course of doing business, or any other entity,
- 23 then any Settling Defendant may, at its sole option, give
- 24 warnings on the same terms as provided in those settlements,
- 25 compromises or judgments. In the event that Proposition 65
- 26 is repealed, Settling Defendants shall have no further obli-
- 27 gations pursuant to this Consent Judgment.

- 3. <u>Duties Limited to California</u>.
- 2 This Consent Judgment shall have no effect on propane
- 3 sold by Settling Defendants for use outside the State of
- 4 California.

- 5 4. Payment Pursuant to Health and Safety Code
- 6 <u>Section 25249.7</u>.
- 7 Settling Defendants shall, within 30 days after entry
- 8' of this Consent Judgment, collectively pay the sum of
- 9 \$15,000 to the Office of the Attorney General of the State
- 10 of California, pursuant to Health and Safety Code section
- 11 25249.7. Settling Defendants shall collectively pay to
- 12 Mateel Environmental Justice Foundation the sum of \$5,000
- 13 pursuant to Health and Safety Code section 25249.7.
- 14 5. Contribution for Purposes of Public Education and
- 15 Enforcement of Proposition 65.
- 16 No later than 30 days after entry of this Consent
- 17 Judgment, Settling Defendants collectively shall pay the sum
- 18 of \$60,000 to non-profit entities to be designated by
- 19 Plaintiff. These funds shall be used for purposes of
- 20 educating the public about Proposition 65 and enforcing the
- 21 requirements of the law.
- 22 6. <u>Litigation Costs</u>.
- No later than 30 days after entry of this Consent
- 24 Judgment, Settling Defendants collectively shall pay the sum
- 25 of \$145,000 as reimbursement for a portion of the
- 26 Plaintiff's costs and fees in investigating and prosecuting
- 27 this action. Said payment shall be made by delivery of
- 28 certified funds payable to Pacific Justice Center. Except

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- l as specifically provided in this Consent Judgment, each side
- 2 shall bear its own costs and attorney's fees.
- Modification of Consent Judgment.
- 4 This Consent Judgment may be modified by written
- 5 agreement of the Plaintiff and the Settling Defendant to
- 6 whom the modification applies, after noticed motion, and
- 7 upon entry of a modified Consent Judgment by the Court
- 8 thereon, or upon motion of the Plaintiff or any Settling
- 9 Defendant as provided by law and upon entry of a modified
- 10 Consent Judgment by the Court.
- 11 8. Additional Parties.
- 12 8.1 This Consent Judgment is executed with the
- 13 understanding that additional parties not named in the
- 14 Complaint have sold propane for use in the State of
- 15 California since February 27, 1988, and that those parties
- 16 are subject either to separate suit, or to be added to this
- 17 Complaint as a defendant sued under the fictitious names of
- 18 Does 1 through 100.
- 19 8.2 Any person or entity that employs ten or more
- 20 persons, or which reasonably believes that at some time
- 21 since February 27, 1988, it has employed ten or more
- 22 persons, and which sold propane for use in the State of
- 23 California since February 1988, and which has not received a
- 24 notice of intent to sue in connection with this case, may
- 25 become a defendant in this case and a party to this Consent
- 26 Judgment by undertaking the following steps:

- 1 (a) Not later than 90 days after this Consent Judgment
- 2 is approved by the Court, executing an "Opt-in" Stipulation
- 3 in which it agrees:
- 4 (1) that it is an entity that sold propane for use in
- 5 the State of California since February 1988;
- 6 (2) that it accepts service of the summons and
- 7 complaint as a Doe defendant to be designated by the Mateel
- 8 Environmental Justice Foundation, acting on behalf of the
- 9 general public;
- 10 (3) that it has read and agrees to be bound by all
- 11 terms and conditions of this Consent Judgment, except
- 12 paragraphs 4, 5, and 6. A copy of the "Opt-in" Stipulation
- 13 as it shall be provided to such persons and entities is
- 14 attached as Exhibit F.
- 15 (b) Thereafter, mailing the original signed "Opt-in"
- 16 Stipulation and check in the amount of its share (if any)
- 17 plus court filing fees, fully postage pre-paid, to the
- 18 designated trustee, who shall file the "Opt-in" stipulation
- 19 with the court and pay the court filing fee.
- 20 (c) Any Opt-in Defendant who sold 700,000 gallons or
- 21 less of propane for use in the State of California in
- 22 calendar year 1995 shall be allowed to execute this
- 23 Amendment without payment of any penalties, fees or costs,
- 24 other than its own fees and costs. Any Opt-in Defendant who
- 25 sold more than 700,000 gallons, but less than 1,500,000
- 26 gallons of propane for use in the State of California in
- 27 calendar year 1995 shall pay to the Trustee the sum of
- 28 \$2,000. Any Opt-in Defendant who sold 1,500,000 gallons of

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- 1 propane or more for use in the State of California in
- 2 calendar year 1995 shall pay to the Trustee the sum of
- 3 \$5,000.
- 4 (d) The parties recognize that the Settling Defendants
- 5 are required, pursuant to this Consent Judgment, to make
- 6 substantial payments that benefit all propane sellers. In
- 7 addition, the Settling Defendants have incurred substantial
- 8 legal costs in negotiating and drafting this Consent
- 9 Judgment. The parties agree that it is reasonable that
- 10 funds collected from the Opt-In Defendants should be
- 11 distributed to the Settling Defendants to help to defray
- 12 some of the costs incurred by said Settling Defendants. Any
- 13 funds deposited with the Trustee pursuant to this Amendment
- 14 shall be paid out in equal shares to the Settling Defendants
- 15 who were parties to this Consent Judgment at the time it was
- 16 first entered.
- 17 (e) The Law Offices of Fletcher and Adair shall serve
- 18 as Trustee, without any charge for such services.
- 19 8.3 It is the intent of the Mateel Environmental
- 20 Justice Foundation, acting on behalf of the general public,
- 21 and the Settling Defendants that various defendants and
- 22 representative trade associations will make a good faith
- 23 effort to advise potential defendants of this Consent
- 24 Judgment and to provide them with copies of the Consent
- 25 Judgment and other materials necessary to enable them to
- 26 elect to become parties to the Consent Judgment.

9. Enforcement of Consent Judgment.

- The Plaintiff may, by motion or order to show cause
- 3 before the Superior Court of San Francisco, enforce the
- 4 terms and conditions contained in this Consent Judgment. In
- 5 any such proceeding the Plaintiff shall seek to enforce this
- 6 Consent Judgment by seeking injunctive relief.
- 7 10. Application of Consent Judgment.
- 8 This Consent Judgment shall apply to and be binding
- 9 upon the Plaintiff, acting on behalf of the general public,
- 10 and the Settling Defendants, their subsidiaries, affiliates,
- 11 divisions, subdivisions, and the successors or assigns of
- 12 any of them.

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- 13 11. Authority to Stipulate to Consent Judgment.
- 14 Each signatory to this Consent Judgment certifies that
- 15 he or she is fully authorized by the party he or she
- 16 represents to stipulate to this Consent Judgment and to
- 17 enter into and execute the Consent Judgment on behalf of the
- 18 party represented and legally to bind that party.
- 19 12. <u>Claims Covered</u>.
- This Consent Judgment is a final and binding resolution
- 21 between the Plaintiff, acting on behalf of the general
- 22 public, and each Settling Defendant, its parent,
- 23 subsidiaries or affiliates, and its customers, distributors,
- 24 wholesalers, retailers or any other person in the course of
- 25 doing business who may use, maintain or sell propane sold or
- 26 distributed by a Settling Defendant, of any violation of
- 27 Proposition 65, Business and Professions Code sections 17200
- 28 <u>et seq.</u>, or any other statutory or common law claim that

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- 1 could have been asserted against any of them for failure to
- 2 provide clear, reasonable, and lawful warnings of exposure
- 3 to propane or its combustion byproducts, and any other claim
- 4 based on the facts alleged in the Complaint, whether based
- 5 on actions committed by any of the Settling Defendants, or
- 6 by any entity within their chain of distribution, including,
- 7 but not limited to, retail sellers, resellers and any other
- 8 person in the course of doing business, with respect to
- 9 propane sold or distributed by a Settling Defendant.
- 10 Compliance with the terms of this Consent Judgment resolves
- 11 any issue, now and in the future, concerning compliance by
- 12 any Settling Defendant, its parent, subsidiaries or
- 13 affiliates, and its customers, distributors, wholesalers,
- 14 retailers or any other person in the course of doing
- 15 business who may use, maintain or sell propane sold or
- 16 distributed by a Settling Defendant, with the requirements
- 17 of Proposition 65 and the Unfair Competition Act with
- 18 respect to listed chemicals in propane or its combustion
- 19 byproducts, and any resulting consumer or worker exposure.
- 20 Nothing in this section shall be construed to affect the
- 21 liability of any other defendant in this Action, other than
- 22 the Settling Defendants.
- 23 13. Use of Documents.
- The Plaintiff shall not use documents that any Settling
- 25 Defendant has produced in the course of this Action or in
- 26 settlement discussions during the course of this Action.

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2	This Court shall retain jurisdiction of this matter to
. 3	implement the Consent Judgment.
4	15. Provision of Notice.
5	15.1 When any party is entitled to receive any notice
6	or report under this Consent Judgment, the notice or report
7	shall be sent by overnight courier service to the person and
8	address set forth in this paragraph. Any party may modify
9	the person and address to whom notice is to be sent by
10	sending each other party notice by certified mail, return
11	receipt requested. Said change shall take effect for any
12	notice mailed at least five days after the date the return
13	receipt is signed by the party receiving the change.
14	15.2 Notices or reports shall be sent to the following:
15	For the Plaintiff: Melvin B. Pearlston, Esq.
16	William Verick, Esq. Hannah L. Nelson, Esq.
17	Attorneys for Plaintiff Mateel Environmental
18	Justice Foundation Pacific Justice Center
19	530 Briceland Road P.O. Box 2090
20	Redway, CA 95560 Telephone: (707) 923-4001
	Telecopier: (707) 923-4006
21	For Defendants: AMERIGAS PROPANE, L.P.
22	Attn: Erika A. Spott, Esq.
23	Associate Counsel AmeriGas/UGI Corporation
24	P.O. Box 858 Valley Forge, PA 19482
25	Telephone: 610-337-1000 Ext. 3377 Telecopier: 610-992-3258
26	
27	

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1.		Robert Roseler Vice President/General Manager
2		4240 Rocklin Road
3		Suite 6 Rocklin, CA 95677
4		Telephone: 916-630-4271 Facsimile: 916-630-4279
5		with a copy to
6	•	Michael J. Steel, Esq. Pillsbury Madison & Sutro LLP
7		235 Montgomery Street P.O. Box 7880
8		San Francisco, CA 94120-7880 Telephone: 415-983-7320 Facsimile: 415-983-1200
9		ALL STAR GAS CORPORATION
10		(formerly Empire Gas Corporation)
11	·	Attn: Steven G. Emerson, Esq. Stinson, Mag & Fizzell
12		Post Office Box 419251 Kansas City, MO 64141
13		Telephone: 816-842-3407 Facsimile: 816-691-3495
14		
15		Attn: John R. Fletcher, Esq. Fletcher & Adair
16		100 Wilshire Boulevard Suite 950
17		Santa Monica, CA 90401 Telephone: 310-395-0103 Facsimile: 310-917-4567
18		Attn: Valerie Shaw
19		Executive Vice President All Star Gas Corporation
20		Post Office Box 303 Lebanon, MO 65536
21		Telephone: 417-532-3103 Facsimile: 417-532-8529
22		CAMPORA, INC.
23		
24	•	Stanley W. Landfair, Esq. McKenna & Cuneo, LLP 444 South Flower Street
25		Los Angeles, CA 90071 Telephone: 213-688-1000
26	*.	Facsimile: 213-243-6330
27		

1.		(formerly Coast Gas Inc.)
2		Attn: Steven M. Chodes
3		Cornerstone Propane, L.P.
4		1700 South Jefferson Lebanon, MO 65536
5		Telephone: 417-532-3101 Facsimile: 417-532-8873
6	·	FERRELLGAS, L.P.
7		Attn: Frank F. Sallee, Esq. Polisinelli, White, Vardeman
8		& Shalton
9	•	Plaza Steppes Building 700 W. 47th Street, 10th Floor
10		Kansas City, MO 64112 Telephone: 816-753-1000 Facsimile: 816-753-1536
11		
12		Attn: John R. Fletcher, Esq. Fletcher & Adair
13		100 Wilshire Boulevard Suite 950
14		Santa Monica, CA 90401 Telephone: 310-395-0103
15		Facsimile: 310-917-4567
16	r .	Attn: Dale Sobba Director of Risk Management
17		Ferrellgas, L.P. One Liberty Plaza
		Liberty, MO 64068
18.		Telephone: 816-792-6895 Facsimile: 816-792-7449
19		HERITAGE PROPANE/NORTHERN ENERGY
20		•
21		Attn: Eric P. Beatty, Esq. Law Offices of Eric P. Beatty
22		3350 Shelby Street Suite 200
23		Ontario, CA 91764 Telephone: 909-944-2597
		Facsimile: 909-944-2590
24		KAMPS PROPANE, INC.
25		Stanley W. Landfair, Esq.
26		McKenna & Cuneo, LLP 444 South Flower Street
27		Los Angeles, CA 90071
28		Telephone: 213-688-1000 Facsimile: 213-243-6330

1	PROFLAME, INC.	
2	Attn: Stanley W. Landfair, Esq	
3	McKenna & Cuneo, LLP	•
4		•
5	Telephone: 213-688-1000 Facsimile: 213-243-6330	
6		
7	SUBURBAN PROPANE, L.P.	
.8	Attn: John R. Fletcher, Esq. Fletcher & Adair	
9	100 Wilshire Boulevard	
10	Suite 950 Santa Monica, CA 90401	
	Telephone: 310-395-0103	
11		•
12	Attn: Kevin T. McIver, Esq. General Counsel	
13	Suburban Propane, L.P.	
14	240 Route 10 West Post Office Box 206	
15	Whippany, NJ 07981-0206 Telephone: 800-526-0620	
	Facsimile: 201-515-5982	
16	16. <u>Individual Obligations</u> .	-
17	Except as set forth in sections 4, 5 and 6 hereof,	the
18		
19		
20	Consent Judgment are individual to each of them and are	in
	no way collective or joint. No Settling Defendant shall	be
21	held responsible for the failure of any other Settling	
22	Defendant to comply with the terms hereof. All of the	
23	= -	
24		_
25	Judgment with respect to Coast Gas shall be binding upon	and
	enure to the benefit of its successor Cornerstone Propan	e,
26	L.P. All of the rights and duties established pursuant	to .
27	this Consent Judgment with respect to Empire Gas Corpora	tion
28		

1	shall be binding upon and enure to the benefit of its
2	successor All Star Gas Corporation.
3	17. Attorney General Approval.
4	The Attorney General has reviewed and approved the
5	warning requirements set forth in this Consent Judgment.
6	See Exhibit E.
7	18. <u>Court Approval</u> .
8	If this Consent Judgment is not approved by the Court,
9	it shall be of no force or effect and cannot be used in any
10	proceeding for any purpose.
11	19. Execution in Counterparts.
12	The stipulations to this Consent Judgment may be
13	executed in counterparts and/or by facsimile, which taken
14	together shall be deemed to constitute one document.
15	
16	IT IS SO STIPULATED:
17	On Colland Orivial
18 19	For: Plaintiff Mateel Environmental Justice Foundation Dated: MWM 17, 1997
20	oustice roundation
21	D-1-3
22	For: AmeriGas Propane, L.P. Dated:, 1997
23	
24	Dated:, 1997
25	For: All Star Gas Corporation (formerly Empire Gas
26	Corporation)
27	
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2	successor All Star Gas Corporation.		
. 3	17. <u>Attorney General Approval</u> .		
4	The Attorney General has reviewed and approved the		
5	warning requirements set forth in this Consent Judgment.		
6	See Exhibit E.		
7	18. <u>Court Approval</u> .		
8	If this Consent Judgment is not approved by the Court,		
9	it shall be of no force or effect and cannot be used in any		
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11	19. Execution in Counterparts.		
12	The stipulations to this Consent Judgment may be		
13	executed in counterparts and/or by facsimile, which taken		
14	together shall be deemed to constitute one document.		
15			
16	IT IS SO STIPULATED:		
17			
18	Dated:, 1997 For: Plaintiff Mateel Environmental		
19	Justice Foundation		
20	Robert Roseler Vice President & General Manager		
21	For: AmeriGas Propane, L.P. Dated: Maca 71, 1997		
22	BY: AmeriGas Propane, Inc., as General Partner		
23	Dated: , 1997		
24	For: All Star Gas Corporation (formerly Empire Gas		
25	Corporation)		
26			
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shall be binding upon and enure to the benefit of its

2	successor All Star Gas Corporation.		
3	17. <u>Attorney General Approval</u> .		
4	The Attorney General has reviewed and approved the		
5	warning requirements set forth in this Consent Judgment.		
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12	The stipulations to this Consent Judgment may be		
13	executed in counterparts and/or by facsimile, which taken		
14	together shall be deemed to constitute one document.		
15			
16	IT IS SO STIPULATED:		
17			
18	Dated:, 1997. For: Plaintiff Mateel Environmental		
19	Justice Foundation		
20			
21	Dated:, 1997. For: AmeriGas Propane, L.P.		
22	ror. Americas Propane, n.F.		
23	Dated: 3/75 , 1997.		
24	For: All Star Gas Corporation formerly Empire Gas		
25	Corporation)		
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1 shall be binding upon and enure to the benefit of its

1	2. ()		
2	16h. St 6ly		, 1997.
3	For: Campora, Inc.		
4		•	
5	For: Cornerstone Propane, L.P.	Dated:	, 1997.
6	(formerly Coast Gas)		•
7		Dated:	, 1997.
. 8	For: Ferrellgas, L.P.		
9	•		
10	For: Heritage Propane/Northern	Dated:	, 1997.
11	Energy	•	
12		•	
13		Dated:	, 1997.
14	For: Kamps Propane, Inc.	•	
15			
16	For: Proflame, Inc.	Dated:	, 1997.
17			•
18		Dated:	, 1997.
	For: Suburban Propane, L.P.		, 1337.
19			
20	IT IS SO ORDERED, ADJUDGED AND DE	CREED.	
21		•	
22	Dated: , 1997.		
23		dge of the Superior (Court
24			
25			
26.			
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2		Dated:	, 19	97.
3	For: Campora, Inc.			
4 5	For: Cornerstone Propane, L.P. (formerly Coast Gas)	Dated: <u>M</u> 4	RCH 12, 19	997.
6				
7		Dated:	, 1	997.
8	For: Ferrellgas, L.P.			
9 10	(No with own	Dated:		997.
11	For: Heritage Propane/Northern Energy			
12				
13		Dated:		997.
14	For: Kamps Propane, Inc.			
15		Dated:	, 1	.997.
16	For: Proflame, Inc.			
17				
18	For: Suburban Propane, L.P.	Dated: _	, 1	.997.
19	FOI. Subdibul Hopane, 201	√		
20	TH TO GO OPPERED ADTIDOTE AND	DECREED		
21	IT IS SO ORDERED, ADJUDGED AND		•	
22	Dated: , 1997	,		
23	Dated:, 1997	Judge of the Si	perior Cou	ırt
24				
25				,
26	No.	·		
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1				
2		Dated:	,	1997
3	For: Campora, Inc.			1001.
4				
		_ Dated:		1997.
5	For: Cornerstone Propane, L.P. (formerly Coast Gas)			•
6	N 11 11			
7	1 Althouse	Dated:	3/25/,	1997.
8	For: Ferrellgas, L.P.	· · · · · · · · · · · · · · · · · · ·	7	
9	V			
10	For: Heritage Propane/Northern	_ Dated:		1997.
11	Energy			
12			•	
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14	For: Kamps Propane, Inc.			· .
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16	For: Proflame, Inc.	_ Dated: .		1997.
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18		·Dated	3/25/	1997
19 ·	For: Suburban Propane, L.P.	_ Dadda;	······································	100,.
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2	For: Campora, Inc.	Dated:, 1997.
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4		Dated:, 1997.
5	For: Cornerstone Propane, L.P. (formerly Coast Gas)	
6	(2021102.2)	
7		Dated: , 1997.
8	For: Ferrellgas, L.P.	
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10	Un P Deathy	Dated: Much 24, 1997.
11	For: Heritage Propane/Northern Energy	
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14	For: Kamps Propane, Inc.	
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16	For: Proflame, Inc.	
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19	For: Suburban Propane, L.P.	
20	IT IS SO ORDERED, ADJUDGED AND DEC	CREED.
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22	Dated:, 1997	
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4		Dated:	, 1997.
5	For: Cornerstone Propane, L.P. (formerly Coast Gas)		
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8	For: Ferrellgas, L.P.	Dated:	, 1997.
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14	For: Kamps Propane, Inc.		
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16	For: Proflame, Inc.	Dated:	, 1997.
	FOI: FIOITAME, THE.		
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18	For: Suburban Propane, L.P.	Dated:	, 1997.
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21	IT IS SO ORDERED, ADJUDGED AND	DECREED.	
22	1//0	LAURENCE D. KA	•
	Dated:, 1997	Presiding Judge Judge of the Superior	Court
23		Judge of the Superior	Court
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2			Dated:		<u>,</u> 1997.
3	For: Campora, Inc.				•
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		·	Dated:		_, 1997.
5	For: Cornerstone Propane, L.P. (formerly Coast Gas)				
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16	For: Proflame, Inc.		Dated:		_, 1997.
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18	For: Suburban Propane, L.P.		Dated:		_, 1997.
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Exhibit A **sixty day notice**

ATTORNEYS Pacific Jus

CENTER.

Melvin B. Pearlston
Hannah L. Nelson

May 10, 1996

OFCOUNSEL

Sharon E. Duggan

Mark S. Pollock

Loren E. Weiss

William Verick
VIA CERTIFIED MAIL

CRAIG C. THOMPSON
CALIFORNIA DEPARTMENT OFJUSTICE
1515 "K" STREET
P.O. BOX 944255
SACRAMENTO, CA 94244-2550

Greetings:

This office and the Matcel Environmental Justice Foundation (both of which may be briefly described as enforcers of federal and state environmental laws) hereby inform you that the businesses listed on the attached "service sheet contd." are in violation of Cal. Health & Safety Code § 25249.6. That section is part of Proposition 65, the Clean Danking Water and Toxic Enforcement Act of 1986. The enclosed sheet explains Proposition 55 in more detail.

These businesses are in violation of Proposition 65 because Lecause they exposed residents of the State to carbon monoxide, formaldehyde, benzene, and acetaldehyde without first providing those residents clear and reasonable warning that they were being exposed to chemicals known to the State of California to cause cancer and reproductive toxicity. These businesses have caused these people to come into contact with these chemicals because it has marketed propane to them. When propane is burned indoors, in stories, ovens, and other propane appliances, the combustion products include carbon monoxide, formaldehyde, benzene, and acetaldehyde. People therefore inhale these chemicals when they us: propane in their homes, garages, and recreational vehicles.

The owner's manuals for some new propane appliances contain Proposition 65 warnings and this notice does not pertain to people exposed to the above referenced chemicals if those people have purchased propane appliances which were accompanied by owner's manuals containing these types of warnings. A majority of people exposed 1 owever, use propane appliances they did not buy brand-new, or which were sold before the owner's manual's contained such warnings. This notice pertains to exposures your business caused to those people. The above described violations have occurred continuously since at least May 10, 1993.

If you have any questions, you may contact the noticing part es at the below listed address and phone number.

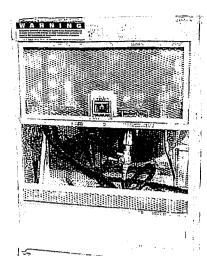
Cordially,

Melvin B. Pearlston

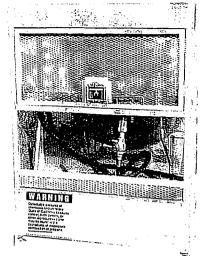
530 Briceland Road. Post Office Box 2090, Redway, California 95560



Exhibit B sign exemplars



Warning Sign Alternatives



WARNING

Chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm are created by the combustion of propane.

WARNING

Chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm are created by the combustion of propane.

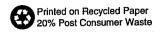


Exhibit C billing insert

Billing Statement Notice

Proposition 65 Public Warning

The Safe Drinking Water and Toxic Enforcement Act of 1986, commonly referred to as Proposition 65, requires the governor to publish a list of chemicals "known to the State to cause cancer, birth defects, or reproductive harm." It also requires California businesses to warn the public quarterly of potential exposures to these chemicals which result from the products they use, make, or distribute.

[COMPANY] facilities store propane and distribute propane to wholesale and retail customers in California for various uses. Propane itself is not a listed Proposition 65 chemical. The combustion of propane in appliances, such as stoves or heating systems and vehicles using propane, creates harmful chemicals. These chemicals include carbon monoxide, benzene, formaldehyde, and acetaldehyde - all chemicals known to the State to cause cancer and/or birth defects.

[COMPANY] encourages all of its customers to use propane safely. You should read and follow all use, care, and manufacturer instructions for propane appliances and equipment. Proper ventilation and frequent inspection of propane appliances and equipment are highly recommended. A warning odorant is added to propane so that leaks of unburned gas can be quickly detected. If a gas odor is detected, contact a qualified service technician immediately.

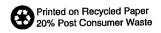


Exhibit D

Letter to Commercial or Industrial Purchaser of Propane

Letter to Purchaser of Propane

CALIFORNIA PROPOSITION 65 INFORMATION

TO CALIFORNIA COMMERCIAL INDUSTRIAL CUSTOMERS AND TO CUSTOMERS SELLING PROPANE INTO OR FOR USE IN CALIFORNIA:

Proposition 65, a California law, requires warnings to persons exposed to chemicals listed under that law, including carbon monoxide, benzene, formaldehyde and acetaldehyde, which may be produced upon the combustion of propane. We have supplied you with a material safety data sheet that describes in detail the nature of propane and the safe handling practices that should be followed by people who work with or use it. Particular attention should be paid when using any propane-powered equipment, such as forklifts, in enclosed spaces. People in those areas can be exposed to these chemicals.

The settlement of a recent lawsuit releases you from Proposition 65 liability for exposure to the combustion products of propane if you provide Proposition 65 warnings about Proposition 65 combustion products as required by the settlement.

You may take advantage of this settlement if you provide the Proposition 65 warnings required by the settlement.

Instructions concerning posting of signs, along with two copies of the sign, are enclosed.

If you need additional copies of the sign or the Material Safety Data Sheets, or should you have any questions, please call your local [COMPANY] representative.

Exhibit E Letter from Attorney General



1300 I STREET, SUITE 125 P.O. BOX 944255 SACRAMENTO, CA 94244-2550 (916) 445-9555

FACSIMILE: (916) 327-2319 (916) 327-7851

March 3, 1997

Michael Steel, Esq. Pillsbury Madison & Sutro LLP Post Office Box 7880 San Francisco, CA 94120

William Verick, Esq. Pacific Justice Center Post Office Box 2090 Redway, CA 95560

RE: <u>Mateel Environmental Justice Foundation</u> v. <u>Amerigas</u>, et al.

Dear Messrs. Steel and Verick:

We have reviewed the warnings included with the agreement provided under cover of your February 11, 1997 letter concerning the above referenced matter.

In our view, the warnings, and the manner in which those warnings are provided as described in Paragraphs 2.2, 2.3, 2.4, and 2.5, and in Exhibits C and D of the proposed consent judgment, are sufficient to satisfy a duty to warn for the defined uses of propane under Proposition 65. This does not, of course, resolve the question of what obligations companies other than distributors of propane may have under Proposition 65.

This letter should not be construed as an approval, endorsement, or joining of the other provisions of the consent judgment or the consent judgment as a whole.

Sincerely,

DANIEL E. LUNGREN Attorney General

CRAIG . THOMPSON

Supervising Deputy Attorney General

Exhibit E

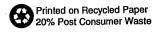


Exhibit F Opt-in Stipulation

I HEREBY STIPULATE: 1 2 The person or entity named below reasonably 3 believes that at some time since February 27, 1988 it has 4 sold propane for use in the State of California. 5 The person or entity named below hereby accepts . 6 service of the summons and complaint in this case as a Doe defendant to be designated by the Mateel Environmental 8 Justice Foundation, acting on behalf of the general public, 9 and voluntarily appears in this action through the filing of 10 this stipulation. 11 I have read, and the person or entity named below 12 agrees to be bound by, all terms and conditions of the Consent Judgment approved by the Court in action number 13 14 979957. A copy of that Consent Judgment was provided to me. 15 I will mail the signed original of this stipulation and a check in the amount of my share, or the 16 17 share of the entity listed below, plus court filing fees, 18 fully postage pre-paid, to the designated trustee. 19 5. I hereby certify, under penalty of perjury, that 20 the entity I represent sold, during calendar year 1995, for 21 use in the State of California (place initials in 22 appropriate line): 23 700,000 gallons or less 24 25 more than 700,000 gallons, but less than

27
28 ____ 1,500,000 gallons or more

26

1,500,000 gallons

1	6.	I have	full aut	horit	y to agree	to thi	s stip	oulatio
2	for the	entity or	n behalf	of wh	nich I am s	igning.		
3								
4	Dated: _				Signature			
5					Signature			
6								
7					Print Name	:		÷
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PROOF OF SERVICE BY MAIL

- 3 I, SHIRLEY Z. SOBERON, hereby declare:
- 1. I am over the age of 18 years and am not a party
- 5 to the within cause. I am employed by Pillsbury Madison &
- 6 Sutro LLP in San Francisco, California.
- 7 2. My business address is 235 Montgomery Street, San
- 8 Francisco, California. My mailing address is P.O. Box 7880,
- 9 San Francisco, California 94120-7880.
- 10 3. I am readily familiar with Pillsbury Madison &
- 11 Sutro LLP's practice for collection and processing of
- 12 correspondence for mailing with the United States Postal
- 13 Service; in the ordinary course of business, correspondence
- 14 placed in interoffice mail is deposited with the United
- 15 States Postal Service with first class postage thereon fully
- 16 prepaid on the same day it is placed for collection and
- 17 mailing.
- 18 4. On April 3, 1997, at 235 Montgomery Street, San
- 19 Francisco, California, I served a true copy of the attached
- 20 document titled exactly CONSENT JUDGMENT AS TO DEFENDANTS
- 21 AMERIGAS PROPANE, L.P., ALL STAR GAS CORPORATION (FORMERLY
- 22 EMPIRE GAS CORPORATION), CAMPORA, INC., CORNERSTONE PROPANE,
- 23 L.P. (FORMERLY COAST GAS), FERRELLGAS, L.P., HERITAGE
- 24 PROPANE/NORTHERN ENERGY, KAMPS PROPANE, INC., PROFLAME,
- 25 INC., AND SUBURBAN PROPANE, L.P. by placing it in an
- 26 envelope clearly labeled to identify the person being served
- 27 at the address shown below, which envelope was then sealed
- 28 and placed in interoffice mail for collection and deposit in

-1-

1	the United States Postal Service on that date following					
2	ordinary business practices:					
3	[See Attached Service List]					
4	I declare under penalty of perjury that the foregoing					
5	is true and correct.					
6	Executed this 3rd day of April, 1997, at San Francisco,					
.7	California.					
8						
9	Thurley J. Joberon					
10	/ Shirley Z. Soberon					
11						
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MATEEL ENVIRONMENTAL JUSTICE FOUNDATION V. AMERIGAS PROPANE, L.P., ET AL. (DOCKET NO. 979957)

SERVICE LIST

Melvin B. Pearlston, Esq. William Verick, Esq. Hannah L. Nelson, Esq. Attorneys for Plaintiff Mateel Environmental Justice Foundation Pacific Justice Center 530 Briceland Road P.O. Box 2090 Redway, CA 95560

Telephone: 707-923-4001

Telecopier: 707-923-4006

John R. Fletcher, Esq. Fletcher & Adair 100 Wilshire Boulevard Suite 950 Santa Monica, CA 90401 Telephone: 310-395-0103 Facsimile: 310-917-4567

Counsel for ALL STAR GAS CORPORATION (formerly Empire Gas Corporation), FERRELLGAS, L.P. and SUBURBAN PROPANE, L.P.

Counsel for Plaintiff, MATEEL

ENVIRONMENTAL JUSTICE

FOUNDATION

Stanley W. Landfair, Esq. McKenna & Cuneo, LLP 444 South Flower Street Los Angeles, CA 90071 Telephone: 213-688-1000 Facsimile: 213-243-6330

Counsel for CAMPORA, INC., KAMPS PROPANE, INC. and PROFLAME, INC.

Steven M. Chodes Cornerstone Propane, L.P. 1700 South Jefferson Lebanon, MO 65536 Telephone: 417-532-3101 Facsimile: 417-532-8873

For CORNERSTONE PROPANE, L.P. (formerly Coast Gas Inc.)

Eric P. Beatty, Esq. Law Offices of Eric P. Beatty 3350 Shelby Street Suite 200

Ontario, CA 91764

Telephone: 909-944-2597

Facsimile: 909-944-2590

Counsel for HERITAGE PROPANE/NORTHERN ENERGY